WEST VIRGINIA.

-INCREASE IN VALUES-SCENERY ON

THE LINE OF TRAVEL.

(FROM A STAFF CORRESPONDENT OF THE TRIBUNE.) Elkins, W. Va., Jan. 23.—There is so much to tell of in this wonderful State that one hardly knows where to begin. You might stay here a year and find something new every day. Every toot of the ground has its story. The earth is not only bursting with riches, but the people have thrown off the traditions of a century and are toiling like glants to improve them. The call to labor has proved more potent than the call to arms. The rocky fastnesses are alive with miners, delving for the coal and iron that have bin hidden or a million years. Mil's are humming in the deep valleys and along the watercourses, and in the primeval forests the red-shirted woodsman is swinging his axe and driving the bear and the wolf before him. Railroads scale the mount intops and penetrate the clouds. Oil is spurting the summit of a mountain, and has turned a from subterranean reservoirs, natural gas pours howling wilderness into a centre of commercial forth in torrents, and the glow of a thousand furnaces lights the night. The people are all in dead | beside the stony bed of the Potomae, stand imearnest, and you rejoice that to such a race is mense piles of freshly hewn lumber ready for given such an opportunity.

a suburb of Boston, and identify Lima, Peru, with smart new cottages and radiant store buildings Glasscock." Lima, Indiana. But how many Americans know | tell of the new life that has set the region astir,

the State is the West Virginia Central and Pittsburg, owned by ex-Senator Davis and his eminent son-in-law, Mr. S. B. Elkins. It extends south A REGION OF UNTOLD MINERAL WEALTH, from Cumberland, Maryland, to this point, and is the first in the South to traverse the backbone WORK OF THE RAILROADS IN DEVELOPING IT of the Alleghanies and pometrate to the heart of the Southern Appalachian coalfield. It has pushed its way through an unbroken forest and climbed along the sides of deep abysses and over



HOUSE AT ELKINS.

activity. Along the track, as it winds upward shipment. Heavy coal-cars come clattering down We poke fun at foreigners who think Chicago switchback feeders from the hilltops. Clusters of that this State alone contains more coal than and the sole relies of the past are the tottering



FLAT ROCK.

England or Fennsylvania, that she has enough hovels, with their groups of slatterally women and iron in her mountains to build navies, and enough children, bedraggled hens and vacant-eyed "swigtimber to roof the continent, that her most north- diggers," who wonder what disease affects their erly point is almost in the latitude of New-York. busy neighbors, and how soon they will get over erly point is almost in the latitude of New-York, and that within a territory larger than all the Netherlands she has not a tweifth of their population? Northern investors gramble because interest on good security is low, and workingment cry out about low wages and dear living. But do they realize that within twelve hours of Trinity Church an agree of coal land may be bought for the price of a good silk hat, that lumber produced here is sold in Beston at a profit in competition with Maine, that wages are high, and that the present population is actually embarrassed by the value, variety and extent of their undeveloped resources?

Anybody who knows the two regions will won- now the circular that on which it stands lies



der at those who prefer wildcat speculations in the West to investments in this virgin field Fortunes are no longer made in the twinkling of an eye, nor do men rise paupers and go to be'l millionaires. At Davis are some old parchments that record grants of land to the original's trie's By one of these an immense tract was conveye away by the Governor of the Commonwealth at

the ridiculous figure of 2 cents an acre. "How much did that land cost you?" I inquired of the present owner.

buried in show, but that doesn't prevent brisk trading in town lots at stunning prices. Mr. Elkins evidently means it to be a model town. The streets are named one way and numbered the other. Draconian regulations govern tree-planting, significants and the projection of steps. That are reserved for a court-house, a public park, and, I think, a band-stand. The water comes from a creek through a big pipe. Bluestone is quarried near the town, a weekly paper predicts the doubling of the population within the year, and the other day all Elkins hurrished itself hourse over the tremendous whiching the flevericy baseball club received from the Elkins timits.

"Oh, about \$1 an acre."

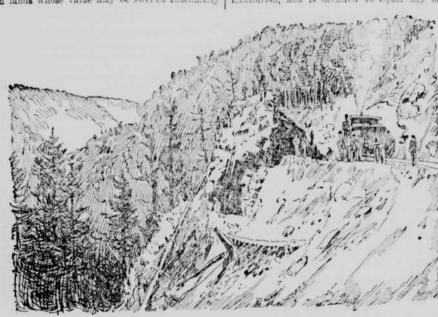
"And how much would you sell it for?"

"Well, we might look at \$500 an acre."

The days of such bargains are past. But glittering prizes still await those who will move their factories here or sink their money for a few years in lands whose value may be swelled indefinitely

Giants.

At this moment there is nothing in the town to stop the relirond, but its situation justifies the resy prelictions for its future. A few leagues to the west is the end of a line coming south from trafton, connection with which would mean the opening my of the Raaring Greek coal-field that contributed a lange boulder to the Centennial Exhibition, and is declared to equal any other



gentlemen who are running lines of rails into the interior deserve kudos as well as dollars for their pains. In commercial highways, West Virginia is sadly behind her neighbors. One trank line crosses the State in the North and another in the South, but they care little for local business. In a year or two, however, an iron network will connect these lines with each other and with the region of the great mineral deposits. Ex-Senator Camden is extending his system from Clarksburg, the Baltimore and Ohio has built a branch to Morgantown, the Norfolk and Western entering the southern counties from Virginia, there is a line in active operation along the Ohio River, and one or two small roads run for short

distances toward the interior. The railroad that has really made this part of

at any moment by the opening of railroads. In the past, the great drawback has been the lack of communication with the markets. Everywhere the cry is "Transportation!" and the sagacious outlet to dower the world with its products. To the southeast, across the ringes, is the valley of Oid Virginia, with its railroaus and land-booms and scaports, and here in this county there are deep torests, where the tree-tops shut out the sunlight and the snow-birds linger through the doz-days. If Elkins does not become a great railroad centre, it will not be for want of opportunity. The centleman who gives it his name has at least shown his faith by building on a knoll above it a magnificent mansion that is the talk of the State. The Louis XIV drawing-room is a "dream" in ivory and gold, the grand balls have massive stone balustrades and electric lights glitter on every floor.

r on every floor. About the scenery along the road I could write About the scenery along the foad I could write columns: the pictures will, however, give you a sufficiently accurate idea of its grandeur. The Black Fork Canon I can compare only to the Canon of the Sacramento, and a journey over the road as it swings around sharp corners on the brink of fearful precipices or dives into the depths of the valleys is necessary to an understanding of

the difficulties of its construction. In summer the mountains are hidden with verdure. At this season every spring is turned to silver. The clouds hand low and an air of mournful sublimity broods over the great guif, upon whose floor the swift stream roars and writhes and tumbles and performs every evolution Southey noted at Lodore, thereafter it will not be necessary to spend days in journeying to Colorado for Rocky Mountain seenery. Some of its best features are reproduced on the line of the "W. V. C. & P." E. L.

THE FAYERWEATHER WILL.

BEGINNING A LONG LEGAL CONTEST.

INTERESTING TESTIMONY OF ANOTHER WILL

--HOW THE MILLIONAIRE CHOSE

THE COLLEGES.

The struggle, which will undoubtedly be a long of the struggle, which will undoubtedly be a long of the struggle.

TO DO BATTLE FOR NEW-YORK.

CHOOSING HER BASEBALL CHAMPIONS.

FEWER PLAYERS TO BE RELEASED THAN WAS

EXPECTED-TWO REAL GIANSTS SIGNED. An interesting meeting of the New-York Baseball Club was held at No. 64 Broadway yesterday. Those present were: J. Walter Spalding, John B. Day, E. B. Talcott, William Ewing and James Mutrie. The meet-

ing was held to arrange a programme for the coming season and to determine what player should be engaged and the men who should be released. The delegates were ununimous upon most points until the question of the release of certain players came up, and then the difference of opinion asserted

itself. The result will be that few of the players will be released at once. Captain Ewing made a bold stand in favor of the retention of Catcher Brown, and, although that player was slated to be released, he is now certain to be retained. J. W. spaiding, when seen after the meeting, said :

Well, we agreed upon two men anyway, Ewing and

"Yes," spoke up Manager Mutric, "and that means the best two ball players in America." Timothy Keefe, the strategic pitcher, was seen by Manager Mutrie after the meeting, but he did not sign a contract.

"We cannot afford to let many men go," said Manager Matric, " for it will be suicidal to be caught shorthanded this year. We must have the strongest team the country, and we will have it. It would never

After the weeding-out process has been fleished it will be found that the following green diamond knights will battle for baseball honors for this city; Catchers-Ewing, Buckley, Brown and Clarke, Flichers-Keele, Kusic, Welch, Crane and Sharrott, First base-Connor.

First base Connor. First base Connor. Second base Richardson. Glasscock.

Shortstop Glasscock.
Third base Denny,
outlielders Gore, Tierman, Slattery and O'Rourke,
outlielders Gore, Tieratest array of baseball talent
This will be the greatest array of baseball talent
ever seen in one club, if the team does as well on
the field as it locks on paper it will be a hard nine to
beat. The club will be formally incorporated in a few
days and officers elected. ---

PLAYERS SIGNING CONTRACTS.

Louisville, Feb. 2.—President Parsons to-day for-warded to President Thurman, at Columbus, the following names of players: Taylor, Shinnick, Raymond. Tomney, Stratton, Ewing, Daly, Ehret, Cook, Vaughn, Ryan, Weaver, Wolff, Hamburg and Browning, Meakin, Goodall, Bligh and Weckbecker will be disposed of to the highest bidders.

CHERRY DIAMOND CONTESTS.

SOME LOCAL ATHLETES HAD AN UNHAPPY TIME AT PHILADELPHIA.

The entries for the bowling tournament of the Man nattan Athletic Club closed yesterday. The Cherry Diamond men have arranged an entertainment of some hind for every day this month. The billiard tourna ment for the champtonship of the club began last eight and will end on February 14.

he teams for the coming bowling tournament an

Team No. 1-H. B. Combs, L. Bender, J. P. Knubel, C. H. Knubel and H. Knubel; team No. 2-F Fechteler, L. Wagner, H. Kudlich, W. Runk and J. J. Sadley; Team No. 3-A. H. Curtis, J. Gordon, J. H. W. Ladie J. T. Headley, Jr., and N. Livingston: Team No. L. W., Jay Farker, T. M. Marson, M. M. Michael, F. J. Mora and A. Morris; Team No. 5-Warren Sage, J. J. Mitchell, Jr., W. A. Furnbull, R. S. Luqueer and H. W. MacLellan, Team No. 6-H. E. Nacthing, A. K. Nacthing, W. H. Nacthing, W. A. Cromwell and J. P. Coester, Team No. 7-H. R. Weselman, E. J. Bense

Some of the local athletes are not pleased at the reception they got at the athletic carnival at Philadel phin on Saturday might. Walter Scott, of the New Jersey Athletic Club, says that he was robbed in two yesierday. Sullivan sympathized with the walker, but yesterday. Suffixan sympathized with the walker, but said that he could do nothing, as the referee's decision was final. While he was on the track Scott's clothing was rathered by some thief, and his money, gild witch and gold needs were stolen. Soft's experimence was creaming of conraging. The entries for the lection Athletic Association's athletic caraival will close to morrow. Entry blanks and thelets can be secured at "The Sporting Times" office.

AN EXTENSIVE BUILDER EMBARRASSED BY IN DORSING FOR A PRIEND

TROUBLES OF BUSINESS MEA.

Deputy Sheriff Trucy has received execution

against Marian Dicken, playterer and builder, of No. 406 Lexington ave. Indements having been entered and st him for 80,350, the largest being for 20,086 in favor of G. M. Fishe. Mr. Disken has been in the plastering business for about eighteen years, was arrely interested in building operations, and until hereby interested in billions operations, and was secently carried a large amount of property, besides running" two liquor stores, one at Forty minth at and Third are, and the other in Lexington ave. hear Forty eventh st. A few weeks ugo Mr. Disker trans-ferred his real estate, consisting of the flats at the northeast corner of Lexington ave, and Forty-seventh-it.; his home, at the southwest corner of Lexington ave, and Forty seventh st.; flats at the corner of Third ave, and one hundred and sixthest. flats at the south west corner of Macdenzal and Fourth sts. and two plets in one hundred and third st., east of Ninthave. Henry W. Benedict as trustee for creditors. He also gave a bill of sale on his liquid store at Third ave and Forty ninthest, to his brewer. Mr. Disken's mass ured liabilities are reported to be about \$10,000, of which \$15,000 is on indersements for Frank E. Smith and others. The judgment for \$6,086 was on notes which he indersed for Mr. Smith. Disken's friends say that the equities in the properties should be suf-ficient to pay all his debts and leave a large surplus The sheriff has been unable to find anything to levy upon, as it is said that all of Disken's property has been transferred.

Arthur J. McQuade has obtained an attachment from

Judge Barrett, of the supreme Court, for \$1,577 against the Winom Paper Company, of Holyoke, Mass, Judge Barrett, of the Supreme Court, has granted an attachment against John E. Burton, of Lake Geneva, Wis., for \$5,925, in favor of W. R. Simmons.

st. Louis, Peli 2. John Tyson, grain commission merchant, announced his suspension on Change to afternoon. 4le is short 40,000 bushels of July wheat An afternoon new paper places his liabilities at \$200,

An afternoon newspaper parces has habilities at \$200, 000.

Providence, R. L., Feb. 2.—Another attachment has been placed upon the Oriental Milis, this time he the Nathoral Sank of North America for \$30,000. Last week the milis were attached by the Bank of America Ioan and Trust Company for \$7,000. The milis assigned hat summer, but creditors claim that there is a flaw in the assignment.

Chirags, Feb. 2.—The Convolidated Fire Insurance Company made a voluntary assignment in the Country Court this moraling, tesurge H. Eichey is the assignment. The assets are placed at \$80.2, and the histories of \$100. This company was originally absorbed by the Consolidated Mutual Fire Insurance Company, which assigned on Saturday.

SALE OF DAGGETT'S ASSETS. Dirmingham, Cont., Feb. 2 (Special).—The assets of the insolvent estate of "Al" Dagg-ti, postal card manufacturer, were finally sold to-day. Several months ago a number of the crofitors of Daggett attached his property. Among these were the Rigelow Engine Company and the F. C. Cannon Company, and the Manhattan National Bank was also interested. discovered that little of the properly in the factory was owned by Daggett, and a petition was made to throw him into insolvency. The petition was granted, and William Sitney Downs was appointed trustee. The inventory showed that Dagnett's assets were only worth \$1,700, the other property being held by other parties, among these latter being Wilkenson Brothers 4 Co. Several attempts have been made by Dagnett to settle the claims against him at a discount, but the creditors refused. On saturday George E. Lenbaggett's linancial backer, offered the creditors 25 cents on a dollar. This was refused. At the safe this alternoon Mr. Bristol, of New Haven, the creditors' legal adviser, made a statement to those present that whoever purchased the three slitting machines, one cutting machines and the two Whitlock printing presses claimed by Wilkenson Brothers & Co. did so knowing that those were claimed by the creditors. The assets were then sold for \$715 to H. E. Townsend, who bought them for George E. Lemon. A lawsant will probably 2000 out of this sale. The claims against Daggett amount to \$5,0000, and the property in the factory is valued at about \$5,000; the Wilkenson Brothers & Co.'s claim amounts to \$2,700. Daggett's Brancial backer, offered the creditors 25

and bitter one, over the question of who shall spend the millions left by the rich leather merchant, Daniel B. Fayerweather, was begun before Surrogate Ransom yesterday. The first day's proceedings only lasted two hours, but two important facts were brought to light within that time. One was the identity of the person who really influenced Mr. Fayerweather in making the bequests to colleges, and the other was the story of the circumstances under which Mr. Faverweather bequeathed to the executors named in his will the residue of his estate, which is said to exceed \$3,000,000.

Another fact was brought to light which may have an important bearing on the case before it is finished. This was the information which was secured from General Stewart L. Woodford while he was on the wirness-stand, that on the afternoon of the day of Mr. Fayerweather's death another will was drawn up n the office of Evarts, Choate & Beaman. Mi Woodford did not know this of his own personal knowledge, but he had heard that such was the fact. He admitted, after much beating about the tush, that he had been told about this will by his associates in the office of Arnoux, Ritch & Woodford. When the case was called at 2 o'clock the Surrogate's

ourtroom was crowded, most of those present being the lawyers directly interested in the case. Ex-Judge W. H. Arnoux, John E. Parsons and Henry Stoddard appeared for the executors, Justus L. Bulkley, Thomas G. Ritch and Henry B. Vaughan; Frederic R. Condert represented the interests of the widow, Lucy Fayerweather, the principal contestent: D. B. Holden and ex-surrogate Daniel G. Rollins appeared for the three pieces of Mr. Fayerweather and beneficiaries under the will, Lucy J. Beardsley, of Bridgeport, Conn., and Mary W. Achter and Emma S. Deury, of Muscatine, Iowa. The colleges and hospitals were represented as follows: Amherst Jereme & Nason; Rowdoln, Butler, Stillman & Hutbard; Hampton Institute, Aust'n Abbott; Williams College. Bangs, Stetson, Tracy & McVeagh; Hamilton College Root & Clark; Dartmouth, Horace Russell; Mary-ville and Wabash, Parsons, Shepard & Ogden; Mount Sinai Hospital, Hosdiy, Lanterbach & Johnson; St. Luke's Hospital, Miller, Peckham & Dixon; Yale, Henry Stoddard; Virginia University, Robert C. Tas-Wesleyan, George G. Reynolds; University of Rochester, Martin W. Cooke, and Adelbert College,

the Fayerweather will from this witness would not in a large book. He had never seen the document until less was called upon to witness Mr. Fayerweather's signature on October 6, 1884. He had heard that Mr. saturements in their circular or advertisements will statements in their circular or advertisements will statement in their circular or advertisements will be book as a false tolen, or made any circular or advertisement will be statement to be a smithing or case to indicate that the defendants have held our case the hel

the Rev. Dr. Hitchcock, now dead, had been the trusted friend and adviser of Mr. Fayerweather. As far back as 1872 or 1873 Mr. Fayerweather had been at his father's home discussing the will which he was about make. The witness did not know specifically what Mr. Fayerweather's intentions were, but he had learned n a general way that he intended to leave a large share of his money to colleges. Mr. Faverweather consulted with the Rev. Dr. Hitchcock about the institutions hich he ought to remember in his will.

The witness became connected with the firm of

be firm until October, 1885. He knew that in the fall of 1884 Mr. Fayerweather came to the firm's office for the purpose of having a will drawn up. Mr. agerweather also consulted the Rev. Dr. Hitchcock again about the colleges to which he should leave the oney. The witness also took part in several of eather. He understood that Mr. Faverweather scatter. He understood that Mr. Payerwather stanted to hame a large number of weak colleges in the West. Dr. Hitchrook advised Mr. Payerweather to hame a number of colleges in New England. In the fall of 1804, before the will was executed, Mr. titch, Dr. Hitchcock and the witness went to inneheon ogether at Deimonico's. They not to talk over Mr. ayerweather's proposed will. Mr. Rith had a list of the alleges on a sheet of legal cap paper. Dr. Hitchesen agreeted that a number of names be indeed, and also sommended that a number of names be stricken out. very instance. A few names, however, had been added to the list which his father had not mentioned. added to the list which are not con-on October 6, 1884, he was told that he must not go out to luncheon, as Mr. Faverweather would be in to sign his will. Mr. Faverweather came in and. speaking to the witness, wanted to know if they were casty for him. The witness excerted him into Mr. littch's room, where the will was signed shortly after-

Charles L. Foster, the third witness to the will, was sext called. He became connected with the firm of Arnoux, Eitch & Woodford in 1883, and he is with the firm yet. He knew nothing about the will, except that he had signed it as a witness. He was called into Mr. Ritch's room on October 6, 18-4. There were present in the room Mr. Fayerweather, Mr. Ritch. Mr. Eishe and Mr. Hitchcock. After the will was gred Mr. Ritch sat down and wrote something on a sheet of letter paper. He read alond what he had written, and after Mr. Fayerweather had signed it the paper was folded up with the will. A paper was then produced which the witness identified as the one to which he had referred. The writing on it read a follows: This certifies that I have executed my will on this date

This certifies that I have executed by provisions are having been advised by my counsed of the provisions are restrictions of the law of this Stire relative to benevous corporations. I trust my heirs will permit the provisions of this my will to be carried into effect.

D. B. FAYERWEATHER.

This note, as appeared from the testimony of Gen cal Stewart L. Woodford, was the germ of the whole trouble. It was after this note was written that Mr. Fayerweather, it would seem, to avoid the provisions of the law, decided to give his money into the hands it his executors. General Woodford in his restinguist executed with any great degree of perticularity. He and Mr. Ritch had both had a hand in drafting the will. It was changed a number of times both by him self and Mr. Ritch and after each change was made it was given to Mr. Fayerweather for his approval. After it was finally in such a shape that it met with Mr. Fayerweather's approval in was given into the calendar for he matter of the revocation of the probate of the will of Anna Voorbay, as executor of the will of Anna Freall, respondent, agt. Carrie Mosher and Wilson A. Mochy, appellants, and D. T. Williams and Isaac Hint, as executors of the will of Englandia Quin, respondents.

The following is the calendar for he management. After it was finally in such a shape that it not with

Mr. Fayerweather's approval it was given into the hands of Mr. Waters, who engressed it. After it was completed General Woodbed had spoken to Mr. erweather about the tenth clause of the will. The clause read as follows:

All the rest, residue and remainder of my estate, read and personal, of which I shall die possessed. I give, devise and bequeath ante my executors, to have and to hold the same, in trest, nevertheless to sell and convert into the same, in the state of the second of the second of George A. Powers, and the days of the same of the second of George A. Powers, and the same in trest, nevertheless to sell and convert into

the same, in trust, nevertheirs to sell and convert into cash and to divide the same equally among the several corporations mentioned in the minth paragraph of my will, share and share alike. Mr. Woodford said that he had told Mr. Fayerwenther 205.

that under the laws of this State, where a person had direct heirs, the percentage of his property which he could leave to charitable institutions was limited. For that reason he warned him that the tenth paragraph might invalidate his will. Mr. Woodford also told Mr. Ritch that he would better get some such acknowledg-Right that he would be refer by some said achieved the ment as the paper offered in evidence to protect the firm in case the will was held not to be valid. It was for that reason he supposed that Mr. Ritch had Mr. Fayerweather sign the paper in question.

Ex-Judge Rollins, who was questioning Mr. Woodless at this point started on a new line of mental that the started on a new line of mental started.

Ex Judge Rollins, as was a new line of inquiry, ford, at this point started on a new line of inquiry. He wanted to know if Mr. Woodford had ever seen or heard of any wills or codicits executed by Mr. Payer weather, other than those before the court. This question caused a great deal of discussion. Mr. Woodford did not want to answer became be thought the answer might disclose the information imparted to him by a chief.

change a Beaman. Mr. Woodford also said that the serond codicil was made to take the place of another scond codicil, which was destroyed two or three days before the present second codicil was executed. The second codicil now in force was exactly like the one which was destroyed with the exception that the following words were added to the one now in force: "I order and direct that no bonds or other security of any kind be required to be given by him as executor or trustee." This codicil added Henry R. Vaughan as an executor and the change in the codicil was made to relieve him from giving bonds. At this point the case was adjourned until to-morrow.

A COPYRIGHT DECISION.

THE IMPRINT NOT AN INFRINGEMENT.

AMERICAN PUBLISHERS MAY USE THE TITLE "ENCYCLOPAEDIA BRITANNICA."

Judge William J. Wallace, in the United States Circuit Court, has handed down a decision denying the motion for an injunction in the case of Adam and Charles Black, the publishers, of Edinburgh, against Ehrich Brothers, of this city. The plaintiffs are publishers of the Encyclopaedia Eritannica, and sought o restrain the defendants from selling a reprint of it.

The complainants, a publishing firm of Edinburgh, reotland, bring this suit to restrain the defendants, who are doing business in New York City, from selling a work entitled "The Encyclopaedia Britannica, which is published by Messis, R. s. Peale & Co. at hicago, and from Issuing and distributing circulars and experiments introductory of the book, which are alleged by the complainants to be misleading and ujurious.

are alleged by the complainants to be misleading and injurious.

It appears by the pleadings and depositions that pior to 1873 several editions of "The Encyclopaedia Fritannica" had been issued by various publishers, the last and eighth having been issued in 1861. In 1873, the complainants underfook to bring out a new edition. They named it "The Encyclopaedia Britannica," ninth edition. They issued the first volume in 1875, and subsequent volumes from time to time until 1880, when the work, consisting of twenty-four volumes, was completed.

In the preparation of this work, the complainants expended an enormous sain of money for editorial ialor, for articles contributed by eminent specialists and authors, for maps, drawings and illustrations, and for the printing, binding and other mechanical features. They intrusted to Messrs. Little, Brown & Co., of Poston, and Messrs. Charles serbner's soas, of New York, the introduction and sale of their work in this country. With the exception, however, of a very limited number of their original edition, which was known as the "Black" edition, sheir volumes sold here have not purperted to be published by them, but bear upon their title-page the imprint of different American potalishers.

The defendants are offering for sale a repoint of the

upon their title page the improase, ican publishers.

The defendants are offering for sale a reprint of the work published by the complainants, in a cheap form, except that in the place of certain articles of the original copyrighted pursuant to the statutes of the Childe States, they have ambituted other articles to avoid infringement of the experient. The case of the complainants rests upon the legal theory that the arts of the defendants amount to unlawful competition in trade.

Rochester, Martin W. Cooke, and Adelbert College, scott & Upson.

When the surrogate called the case at 2 o'clock ex. Judge Arnoux formally presented the will and four codicils for probate. Each witness to the will was then called in turn. The sworn statement of each witness as to the fact of his having spen Mr. Faver-weather sign the will was admitted as evidence and then the witnesses were turned over to the consistant's counsel for cross-examination.

Haley Fishe, the first witness to the original will, was called to the stand. Upon cross-examination by Mr. Condert he said that in 1884 he was connected with the firm of Arnoux, Eitch a Woodford. The amount of information which Mr. Condert secured about the Fayerweather will from this wilness would not fill large book. He had never seen the document until large book. He had never seen the document until large book. He had never seen the document until large book. He had never seen the document until large book. He had never seen the document until large book. He had never seen the document until large book. He had never seen the document until large book. He had never seen the document until large book. He had never seen the document until large book. He had never seen the document until large book. He had never seen the document until large book as a false token or made any case to indicate that the defoniants have held out case to indicate that the defoniants have held out case to indicate that the defoniants have held out case to indicate that the defoniants have held out case to indicate that the defoniants have held out case to indicate that the defoniants have held out case to indicate that the defoniants have held out case to indicate that the defoniants have held out case to indicate that the defoniants have held out case to indicate that the defoniants have held out case to indicate that the defoniants have held out case to indicate the problem of the converted that the defoniants have held out case to indicate the convertion of the converted that the

Woodford had drafted the last or fourth coded of the will. The will itself was in the handwriting of Mr. Waters, a clerk in the office. The witness did not know whether or not Mr. Waters was alive, as he had left the office one day while he was exceedingly life further than that he knew absolutely nothing about the will.

Bradford W. Hitchcock, whose name appears as the second witness on the original will, threw considerable and in short is a reportantial of the original except as it has been improved. Their lands of the light upon the history of the document. His father, the Rev. Dr. Hitchcock, now dead, had been the trusted

THE SUPREME COURT ADJOURNS. TO MEET AGAIN ON MARCH 2-DECISIONS AND HEARINGS.

Washington, Feb. 2.—The Supreme Court to-day advanced and assigned for argument on the third Monday in Marca the cases of the hits seven Chinese who were agreeded to San Francisco for uniawfully entering the United

foliods:
No. 82-Lewis E. Waterman, appellant, agt. James A. McKenzie and others. Appeal from the Circuit Court for the Southern District of New-York. Decree amenical, with

No. 22—The United States Merigage Company, appellant, it also sperry and others. Appeal from the circuit ours of the United States for the Northern District of thats. Derrie riversed, with costs, and cause remainted thans.

Proceedings,

The Warding and Belmont Bridge Company,

Com, sky the Wheeling Bridge Company. In

Com, sky the Wheeling Bridge Company. In

Land Radios and Appeals of the State of West

Indicasest affirmed with costs and interest,

in the Radios at 10 Ferr Scatt and Mappeals

pair, plantiff in error, set R. S. Baughley,

cr. sc. In error to the Suprem Court of the

Briesco, Johnman alirmed with costs and inthe first fi 1 2at The Texas and Pacific Radway Compact, 7 in error, art. Henry Saumors. Motion to dismiss

Clark on the new aquediet, have brought a suit against the city to recover \$0.04.41.20, alleged to be due from O'Brien & Clark for work done on section No. 7 of the aquediet. This is only one of a number of similar suits. Liens have been field on the money new in the controller's bands which has been withheld from O'Brien & Clark. The latter tim also has suits pending against the city for the same money. The case came up yesterday before Justice Patterson, in the Supreme Court, upon a demand to the complaint interposed by the city, in the suits by the sub-contractors. The city declares that the complaint of the sub-contractors does not set up facts safelient to constitute a cause of action, inasmuch as O'Brien & Clark are the only contractors who are recognited by the city.

HE CHANGED HIS MIND ABOUT KEHR'S MIND. Judge McAdam, in the Supreme Court, last week committed Peter Rede, the desa manufacturer in Temple Jourt, to the hundle asylum open the affidavits of Drs. E. Spitzka and G. W. Hachel de-laring tool Kehr was in C. Spirra and t. W. Andrews and the spirrar order and declared hear to be same. The last decision was founded upon admixing made by Kehr himself, Charles E. Engis hard and declared A. Stroff declaring that Kehr was perfectly same and able to take care of his business.

CASES ARGUED IN THE COURT OF APPEALS. Albany, Feb. 2. In the Court of Appeals to day the offening cases were argued:

The following is the Second Division calendar for to N is, 162, 200, 202, 203, 187, 194, 204 and

COURT CALENDARS FOR TO-DAY. entr me Court General Term.-Before Van Brunt, P. J., 1 is and C Grien, J. J. Nos 3, 41, 43, 4, 46, 48 septemb Court Chambers Before Andrews, J.-Metion Clore Andrews, 11 o'clock, a Part I Before Patterson, Law and fact: Nos. (300), (200, 1405, 1948, 822, 1411, 1479, 1474, 1479, 1482, Septemb Court Chambers Indoor Andrews, J.—Motion calendar, Nos. 1 to 21, called at 1 o'clock.

Sources Court.—Special Term.—Part I.—Before Patterson, J.—Broness Nos. 2477, 1298. Law and fact. Nos. 4309, 222–12 st. 1288, 1288, 1298, 1298, 1405, 1018, 822, 1414, 1419, 1480, 1493, 1298, 1299, 1405, 1018, 822, 1414, 1419, 1480, 1493, 1479



If any one offers you Johann Hoff's Malt Extract and "Johann Hoff's" signature is not on the neck of the bottle, do not take it under



ONE ENJOYS

Both the method and results when Syrap of Fig. is taken; it is pleasant and refreshing to the taste, and acts gently yet promptly on the Kidneys. Liver and Bowels, cleanses the system effectually, dispels colds, headaches and levers and cures habitual constipation. Syrup of Figs is the only remedy of its kind ever produced, pleasing to the taste and acceptable to the stomach, prompt in its action and train beneficial in its effects, prepared only from the most healthy and agree. able substances, its many excellent qualities com mend it to all and have made it the most popular remedy known.

Syrup of Figs is for sale in 50c, and \$1 bottles by all leading druggists. Any reliable druggist who may not have it on hand will procure it promptly for any one who wishes to try it. Do not accept any substitute.

CALIFORNIA FIG SYRUP CO,

SAN FRANCISCO, CAL., LOUISVILLE, KY. NEW-YORK N.Y.

Case on, Cameron ve. Tr bune Association. No calendar, Supr me Court-Circuit-Part III-Aujourned until Feb.

Case on, Cameron v. Tribune Association. So caecar,
Supr me Court-Circuit-Part IV-Referred individes
ruary 16.
Supr me Court-Circuit-Part IV-Referred Ingraham, I.Adounned until February 2.
Surrogate's Court-General From Series Sedgwick, C. J.
Superior Court-General From Refere Sedgwick, C. J.
Froms, and Durlo, J. J.-Nas, S., 10, 12, 10, 11, 10, 11,
18, 19, 10, 21, 22, 23, 24, 25,
Superior Court-Special Term-Refere Freedman, J.
Nos, 911, 612, 613, 614, 615, 616, 616, 616, 629, 630
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62 16. Common Pleas-Special Term-Retore Prior, J.-Nos. 8, Common Flew-Equity Term-Bure Rischof, J.-Nos. 5, 6, 7, 8, 40, 12, 13, 14, 15, 10, 17, 18, 19, 23, 21,

Lity Court—Trial Term—Part III—Before Newburger, J. os. 1124, 1638, 1600, 1744, 1744, 1295, 2013, 1304, 01056, iso 1674, 2784, 1124, 1685, 1895, 1995, 1286, 1887, 2188, 2189, 2187, 2188, 2189, 2184, 2186, 2187, 2188, 2189, 2184, 21890, 2189

1194, 2195, 2196, (198) Court of General Sessions -Part III -Before Martine, J., and Assistant District Attendy Stapler -Nos. I to b, in-

TRACING SIMMONS'S DEALINGS.

HOW HE PAID FOR THE SIXTH NATIONAL BANK

STOCK Andrew E. Colson, cashier of the Sixth National Andrew E. Ceison, exister of the sixth National Bank, continued his testimony in the United States Circuit Court yesterday in the trial of James A. Sim-mons, charged with aiding Peter J. Chassen in wreck-ing a National bank. The witness identified the stubs of three checks for \$00,000 each which Clauss ordered him to draw as soon as he became president

of the bank, and for which he gave no collateral for nearly a week. Mr. Colson says that securities of the bank to the value of \$622,000 were sold by within three days after he took office, and that only about \$50,000 of the proceeds were paid into the bank fore it closed. Mr. Colson testified that the Lenox Hill Bank overdrew its account with the Sixth National as soon as Clausen became president. When the witness spoke to Clausen about it he was told, "Oh, we will charge

After recess, District-Attorney Mitchell began a line ted and demissed under the minth rule.

Libert V. Guer Motion to decket and dismiss with

Albert V. Guer Motion to decket and dismiss with

Assisted for the plant fractional Research for the first red

as 1.381 and 1.382 J. W. Alben Controller, etc., app.

National Bank, testified that on the day before Mr.

Leland received the money for his stock Chanssen came to the Park National Bank and received its certified check for \$50,000, in exchange for two checks of check for \$30,000, in exchange for two checks of addormed until Monday March 2 at 12 o'clock. The day can be that day is Nos. 184, 185, 186, 219, 1388, 1119, 1218, 1218, 1219, 1218, 1411, 1218, 1411, 1218, 1411, 1218, 1411, 1418

TO APPOINT A COMMISSION OF ESTIMATE. The United States District-Attorney publishes in

The Tribune to-day a formal notice that application will be made to the United States Circuit Court of the Southern District of this State on February 27 for the appointment of a commission of estimate demn and appraise the land selected as the site for the new Custom House. The land, as is well known, is bounded by Bowling Green, Whitehall, Bridge and State sts. James McCreery said yesterday that he understood

that all obstacles to the Government acquiring the property for the site of the new Appraiser's Stores had been removed. The site was chosen several months ago, and is bounded by Christopher, Greenwich, Barrow and Washington sts. It is owned largely by the Triulty Church corporation. There was some disagreement between the Government and individual owners in the lot as to the price to be paid for some lots in the site. Colonel Marshall, Federal superintendent of the Eureau of Repairs on Public Buildings, and that he understood that Supervising Architect Windrim would have charge of the construction of the new building. It is said that the new stores will be ten stories high, a floor for a department, and with two great central arches

A BALLOT IN THE PRODUCE EXCHANGE.

The members of the Produce Exchange are greatly interested in the result of a ballot which will be taken to-day to express the sentiment of the Exchange on a proposition for the purchase and cancellation of mem-bership certificates. This plan provides that the Board of Managers may purchase out of the net revenue of the Exchange membership cerdificates at a price not to exceed \$1,000 each. It is an old story, but there is unusual interest and feeling over the scheme this year. Yesterday two circulars were sent around the Exchange. One called the plan "a scheme to tax ourselves to help speculators out of a hole." The circular said that the result of the purchase and circular said that the result of the purchase and cancellation of sixty membership certificates would be to decrease grantity to heirs of each remaining member two per cent; to merease the anomal ones to meet a deficiency of \$1.300, and to comp I payment of interest that might be saved; \$2.400. The second circular advocated the adoption of the two-certificate plan, and was signed by W. K. Everdell, E. H. Outerbridge, Grenville Perrin, Joseph W. Ellsworth and C. Savzer.

STILL RAISING THEIR STLARIES. More Tammany officeholders had their salaries raised yesterday. Street Cleaning Commissioner Besttie advanced the pay of William A. Daly, captain of the scow tug Dasebri, and William Kelly, captain of the seew tog Manieipal, from \$115 to \$125 a month. The salaries of B. J. McDald and Frederick P. Riley, pilots of the same tugs, were raised to \$115 a month from \$100 cach.

BANKS THAT KEEP THE CITY'S CASH.

The Eank Commission, which makes quarterly design nations of the depositaries of city funds and fixes the rate of interest to be paid for the same, met yesterday. Acting Mayor Arnold taking the place of Mayor Grant. No changes were made in the list of banks authorized to hold money of the city, and the rate of interest was continued at 21.2 per cent. An application from the West Side Eank to be made a city depositary was not acted upon.